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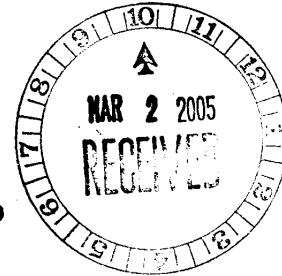
March 1, 2005

Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423

RECORDATION NO. 25477 FILED

MAR 02 '05 11-17 AM

SURFACE TRANSPORTATION BOARD



Dear Sir:

Enclosed for recording with the Surface Transportation Board is a Memorandum of Security Agreement dated 2/15/05 between the following parties and railroad equipment:

Secured Party:	Wells Fargo Equipment Finance, Inc. 733 Marquette Avenue Minneapolis, MN 55402
Debtor:	Inspiration Holdings, Inc. 6850 W. 52 nd Avenue Arvada, CO 80002
Equipment:	10, Used 100-ton Covered Hoppers NAHX 475174, 510169, 890716 PLCX 16475, 16529, 16588, 21226, 28591 PTLX 15335, 34587

Please record this agreement as a primary document. The filing fee of \$32 is enclosed.

Summary: Memorandum of Security Agreement dated 2/15/05 between Wells Fargo Equipment Finance, Inc. as Secured Party and Inspiration Holdings, Inc. as Debtor including 10, Used 100-ton Covered Hoppers marked as above.

Sincerely,

Mary Ann Oster
Research Consultant

Enclosure



Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue
Investor's Building, Suite 700
Minneapolis, MN 55479-2048

Memorandum of Security Agreement

RECORDED
25477
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SSR RAILROAD TRANSPORTATION BOARD

THIS MEMORANDUM OF SECURITY AGREEMENT (this "Memorandum") is made this 15th day of February, 2005, by and between Inspiration Holdings, Inc., a Colorado corporation ("Debtor"), and WELLS FARGO EQUIPMENT FINANCE, INC, a Minnesota Corporation ("Secured Party").

A. The Debtor is indebted to the Secured Party pursuant to that certain Promissory Note dated as of February 15, 2005 (the "Note") executed by the Debtor in favor of the Secured Party.

B. To secure the Debtor's obligations to the Secured Party, the Debtor executed and delivered to the Secured Party a Security Agreement dated February 15, 2005 pursuant to which the Debtor granted to the Secured Party a continuing, first priority security interest in and to, and lien on, the following collateral:

(a) Ten (10) Used 100-Ton Gravity Covered Hoppers described on Schedule A attached hereto (each, a "Railcar", collectively, the "Railcars") and all replacements and substitutions thereof;

(b) all improvements, additions, modifications, accessions, attachments, appurtenances and parts appertaining or attached to the Railcars, whether now owned or hereafter acquired;

(c) all logs, books and records pertaining to the use, operation and/or maintenance of the Railcars or otherwise relating to any of the collateral described herein;

(d) all rights, claims and causes of action, if any, which the Debtor may have now or in the future against any manufacturer, rebuilder or seller of the Railcars (or any component thereof) or any other Person, by contract of otherwise, in respect of any defect in the Railcars or any part thereof;

(e) any agreement now or hereafter entered into for leasing the Railcars to any third party, including, without limitation, the Rider 01 dated December 27, 2004 to Car Leasing Agreement dated December 27, 2004 between the Debtor as assignee of Rocky Mountain Transportation Services, Inc. and Ampco and the right to receive all payments and other sums due and to become due from time to time thereunder, to receive all notices and give consents, to exercise any election or option, to declare defaults and to demand payment of any sum due in connection therewith;

(f) all rent, damages and other moneys from time to time payable to or receivable by the Debtor in respect of the Railcars; and

(g) all proceeds (cash and non-cash), including insurance proceeds, settlement proceeds and condemnation awards thereof.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the date first above written.

Inspiration Holdings, Inc.

By: X Teri L. Cozzenshow
Its: X President

Wells Fargo Equipment Finance, Inc.

By: Marilyn Davis
Its: Contract Admin.

**SCHEDULE A TO
MEMORANDUM OF SECURITY AGREEMENT
DATED AS OF FEBRUARY 15, 2005**

Ten (10) Used Gravity Covered Hopper Cars manufactured by North American Car bearing the following marks:

UNIT NO.	CAR NO.
NAHX	475174 ✓
NAHX	510169 ✓
NAHX	890716 ✓
PLCX	16475 ✓
PLCX	16529 ✓
PLCX	16588 ✓
PLCX	21226 ✓
PLCX	28591 ✓
PTLX	15335 ✓
PTLX	34587 ✓

STATE OF COLORADO
COUNTY OF JEFFERSON

On this 23 day of February, 2005 before me personally appeared, Teril Coffenbou
to me personally known, who being by me duly sworn, says that he/she is the President of Inspiration
Holdings, Inc., a Colorado corporation, that said instrument was signed on behalf of said corporation, and he/she
acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Heidi M Martinez
Notary Public

My commission expires: March 6, 2005

HEIDI M. MARTINEZ
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires March 6, 2005

STATE OF MINNESOTA
COUNTY OF HENNEPIN

On this 25 day of February, 2005 before me personally appeared, Marilyn Davis
to me personally known, who being by me duly sworn, says that he/she is the Contract Admin of Wells Fargo Equipment
Finance, Inc., a Minnesota corporation, that said instrument was signed on behalf of said corporation, and s/he
acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Marka J. Kettle
Notary Public

My commission expires: 1-31-10